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11350 RANDOM HILLS ROAD
FAIRFAX, VA 22030-7429

30 WEST PATRICK STREET
FREDERICK, MD 21701-6903

22 WEST JEFFERSON STREET
ROCKVILLE, MD 20850-4286

600 WASHINGTON AVENUE
TOWSON, MD 21204-3965

1450 G STREET, N.W.
WASHINGTON, D.C. 20005-2001

April 3, 1996

via FEDERAL EXPRESS

Surface Transportation Board
12th and Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: Mrs. Janice Fort
Recordation

1996-1-B, C
APR 4 - 1996 - 10:30 AM

Re: Our File No.: 258-1631

Dear Mrs. Fort:

Enclosed for recordation as a secondary document pursuant to the provisions of 49 U.S.C. §11301(a) are one original and one notarized copy of the following document:

Riders Nos. 3 and 4 to Railroad Car Lease effective March 1, 1996 between Vulcan Materials Company (747 E. 22nd Street, Suite 200, Lombard, Illinois 60148) and ITG, Inc. (106 N. Main, Suite 200, Victoria, Texas 77902) which relates to the Railroad Car Lease Agreement dated December 8, 1995 by and between ITG, Inc. and Vulcan Materials Company which was recorded with the Surface Transportation Board on March 6, 1996 at 10:55 a.m., under Recordation No. 19960.

Also enclosed for recordation as a secondary document pursuant to the provisions of 49 U.S.C. §11301(a) are one original and one notarized copy of the following document:

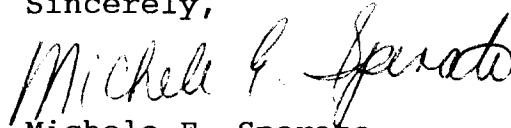
Assignment of Lessor's Interest in Leases dated April 2, 1996 by ITG, Inc. (106 N. Main, Suite 200, Lombard, Illinois 60148) in favor of The First National Bank of Maryland (25 South Charles Street, Baltimore, Maryland 21201) which relates to the Railroad Car Lease Agreement dated December 8, 1995 by and between ITG, Inc. and Vulcan Materials Company which was recorded with the Surface Transportation Board on March 6, 1996 at 10:55 a.m., under Recordation No. 19960.

I have also enclosed two check, both in the amount of \$21.00 to cover the costs of recording these documents.

Once these documents have been recorded, please return the same to: John A. Stalfort, Esquire, Miles & Stockbridge, a Professional Corporation, 10 Light Street, 8th Floor, Baltimore, Maryland 21202.

Thank you for your prompt attention to this matter. Please call me at (410) 385-3425 if you have any questions.

Sincerely,

A handwritten signature in cursive script, reading "Michele E. Sperato".

Michele E. Sperato
Secretary to John A. Stalfort

Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001

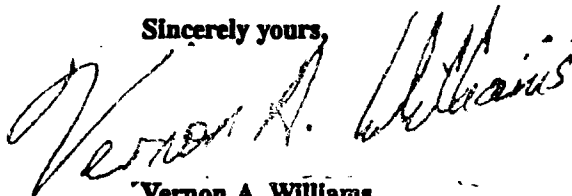
4/4/96

John A. Stalfort, Esq.
Miles & Stockbridge
10 Light Street, 9th Floor
Baltimore, MD., 21202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/4/96 at 10:20AM, and assigned recordation number(s). 20005, 20006, 20007, 19959-A, 19960-B and 19960-C.

Sincerely yours,



Vernon A. Williams
Secretary

Enclosure(s)

\$ 126.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

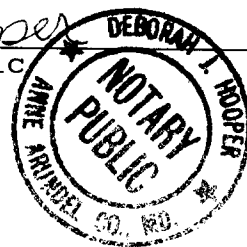


STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that the attached Riders Nos. 3 and 4 to Railroad Car Lease Agreement is a true and complete copy of said Riders Nos. 3 and 4 to Railroad Car Lease Agreement.

WITNESS my hand and seal this 3rd day of April, 1996.

Deborah Hooper
Notary Public



My Commission Expires: 7/27/98

1996-12

APR 4 - 1996 - 10:20 AM

RIDER NO. 03

To Master Agreement No. ITG-2378

It is hereby agreed that effective March 1, 1996, this Rider shall become a part of Master Car Agreement No. ITG-2378, between Vulcan Materials Company and ITG, INC., dated December 8, 1995 and the cars described herein shall be placed in service subject to the terms set forth below:

CAR INITIAL NUMBERS: 9300 thru 9349

CAR SERIES MARKS: ITGX

CLASS OF CAR: HTS/K340

NUMBER OF CARS: Fifty (50)

CAPACITY OF CARS: 100-ton/2350 cu. ft.

COMMODITY LIMITATION: Aggregate

DELIVERY POINT: Carlos, Texas

TERMS OF RENT: Per Car Per Month
Payable monthly in advance as
provided for in Paragraphs 3 & 4
of Lease ITG-2378

TERM: For a minimum of sixty (60)
months as defined in Paragraph 4
of Lease ITG-2378

(Corporate Seal)

I T G, INC.

ATTEST:

By: Connie P. Pugh
Its: Secretary

By: Michael S. Smith
Its: President

(Corporate Seal)

VULCAN MATERIALS COMPANY

By: C.R. Wright
Its: Asst. General

By: Richard R. Wright
Its: VICS - PRESIDENT - SALES
RICHARD R. WRIGHT

RIDER NO. 04

To Master Agreement No. ITG-2378

It is hereby agreed that effective March 1, 1996, this Rider shall become a part of Master Car Agreement No. ITG-2378, between Vulcan Material Company and ITG, INC., dated December 8, 1995. In the event the car(s) is damaged or destroyed by the Vulcan Material Company, its agents, or material suppliers and the car(s) is beyond economical repair, the settlement value for such destroyed car(s) payable to ITG, INC., with the Vulcan Material Company to retain the destroyed unit for their disposition is:

INSURANCE & CASUALTY SCHEDULE

ITGX 9300 thru 9349

<u>YEAR</u>	<u>VALUE</u>
1 thru 3	
4	
5	

(Corporate Seal)

I T G, INC.

ATTEST:

By: Conie Perkins
Its: Secretary

By: Richard R. Wright
Its: President

(Corporate Seal)

VULCAN MATERIALS COMPANY

By: C. R. Wright
Its: Asst. Secretary

By: Richard R. Wright
Its: VICE - PRESIDENT SALES
RICHARD R. WRIGHT